

RECORDATION
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01-22-1999

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FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



100879742

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties: **MRD 1-22-99**
Key Bank National Association and The State Street
Bank and Trust Company☐ Individual(s)
☐ General Partnership
☐ Corporation-State
☒ Other: Bank and Trust Company for State Street Bank
and Trust Company☒ Association re:
Keybank☐ Limited PartnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment
☐ Security Agreement
☒ Other: Correction of recordation at Reel 1644, Frame
0875.☐ Merger☐ Change of NameExecution Date: September 25, 1997

2. Name and address of receiving party:

Name: The Burton Corporation
Internal Address: 80 Industrial Parkway
Street Address: 80 Industrial Parkway
Burlington, VT 05401☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State of Vermont☐ OtherIf assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ yes ☐ no
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.

2,039,964

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
Concerning document should be mailed:Name: Douglas R. Wolf
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 022106. Total number of applications and registrations
involved:..... [1]

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit accountThe Commissioner is authorized to charge any deficiency or
credit any overpayment to:

8. Deposit Account No: 23/2825

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40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document.*Lesley A. Hamlin, Registration No. 41,054

Name of Person Signing

Signature

January 21, 1999

Date

Total number of pages including cover sheet, attachments, and document: [9]

Mail documents to be recorded with required cover sheet information to:
Box ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231

RECORDATION FORM COVER SHEET

10-23-1997

TRADEMARKS RECEIVED

FORM PTO-1594

(Rev. 8-93)

OMB No. 0651-0011 [exp. 4/94]

OCT 10 1997

U.S.

100556097

To the COMMISSIONER OF PATENTS AND TRADEMARKS: Please send original documents or copy thereof.

1. Name of conveying party(ies):

KeyBank National Association and State Street
Bank and Trust Company☐ Individual(s)☒ Association re:

KeyBank

☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other: Bank and Trust Company for State Street Bank
and Trust Company.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: RELEASE AND DISCHARGE OF COLLATERAL
ASSIGNMENT OF, AND SECURITY INTEREST IN, PATENTS
AND TRADEMARKS AND REASSIGNMENT OF ANY RIGHTS
THEREINExecution Date: September 10, 1997 for The Burton
Corporation, and September 25, 1997 for KeyBank
and THE STREET BANK AND TRUST COMPANY

2. Name and address of receiving party(ies)

Name: The Burton Corporation

Internal Address:

Street Address: 80 Industrial Parkway
Burlington, Vermont 05401☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State of Vermont☐ OtherIf assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ yes ☐ no
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application Nos.:

74/325087; 74/681738; 74/513801; 75/025663; 74/730208; 75/025664; and 75/018258.

B. Trade Registration Nos.: 1650109; 1715746; 1365675; 1729368; and 1362128.

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence

Concerning document should be mailed:

Name: Douglas R. Wolf, Esq.

Address: WOLF, GREENFIELD & SACKS, P.C.

Federal Reserve Plaza

600 Atlantic Avenue

Boston, MA 02210

6. Total number of applications and registrations

involved: [12]

7. Total fee (37 CFR 3.41): \$ 315.00

☒ Enclosed☐ Authorized to be charged to deposit account

The Commissioner is authorized to charge:

8. Deposit Account No: 23/2825 for any deficiency in the
fee.

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document.

Douglas R. Wolf, Reg.No. 36,971

Name of Person

Signature

October 7, 1997

Date

Total number of pages including cover sheet, attachments, and document: [13]

Mail documents to be recorded with required cover sheet information to:

Box Assignment, COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20531

TRADEMARK

REEL: 1644 FRAME: 0325

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TRADEMARK
REEL: 1796 FRAME: 0325

RELEASE AND DISCHARGE OF COLLATERAL ASSIGNMENT OF, AND
SECURITY INTEREST IN, PATENTS AND TRADEMARKS AND
REASSIGNMENT OF ANY RIGHTS THERETO

This Release and Discharge of Collateral Assignment of, and Security Interest in, Patents and Trademarks and Reassignment of Any Rights Thereto, is entered into as of September 10, 1997, among The Burton Corporation having a place of business at 80 Industrial Parkway, Burlington, Vermont ("Burton"), KeyBank National Association by name change first from Bank of Vermont and then from Key Bank of Vermont and having a place of business at 149 Bank Street, Burlington, Vermont ("KeyBank"), and State Street Bank & Trust Company having a place of business at 225 Franklin Street, Boston, Massachusetts 02110 ("State Street").

WHEREAS, in a Collateral Assignment of Patents and Trademarks dated June 20, 1994 and recorded with the United States Patent and Trademark Office on June 24, 1994 ("Collateral Assignment"), KeyBank obtained a security interest in and collateral assignment of certain patents and trademarks of Burton including those set forth in Schedule A attached hereto;

WHEREAS, in a Ratification of Collateral Assignment dated May 14, 1996 and recorded with the United States Patent and Trademark Office on May 30, 1996 ("Security Interest"), KeyBank of Vermont obtained a security interest in certain patents and trademarks of Burton including those set forth in Schedule B attached hereto (the patents and trademarks recited in Schedules A and B hereafter referred to as "Patents and Trademarks");

WHEREAS, State Street had obtained a security interest in certain patents and trademarks of Burton including the Patents and Trademarks;

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TRADEMARK

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TRADEMARK
REEL: 1796 FRAME: 0326

WHEREAS, in a Assignment and Assumption Agreement dated June 2, 1995, State Street assigned, transferred and set over to KeyBank several loan assets including its security interest in the Patents and Trademarks; and

WHEREAS, there may have been amendments, supplements and/or modifications of the foregoing agreements, and there may be additional agreements between one or more of KeyBank, State Street, and Burton, involving rights or interests in Burton's patents and trademarks (all of the foregoing agreements hereafter, collectively and individually, referred to as "Loan Agreements");

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, KeyBank hereby releases and discharges its collateral assignment of, and security interest in, all of the patents and trademarks implicated by the Loan Agreements including, without limitation, those Patents and Trademarks set forth in Schedules A and B and reassigns to Burton any rights, title or interest KeyBank may have in any of such intellectual property rights of Burton including the Patents and Trademarks and in any good will of the business associated therewith, including the right to sue for claims of past infringement of any of such Patents and Trademarks and other Burton intellectual property rights and to recover damages therefore. KeyBank agrees, at Burton's expense, to perform all other actions and to sign all such other documents as are reasonably necessary to establish and vest the release, discharge and reassignment of the Patents and Trademarks and other Burton intellectual property rights contemplated herein and to allow the enjoyment of same.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, State Street hereby releases and discharges its collateral assignment of, and

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security interest in, all of the patents and trademarks implicated by the Loan Agreements including, without limitation, those Patents and Trademarks set forth in Schedules A and B and reassigns to Burton any rights, title or interest State Street may have in any of such intellectual property rights of Burton including the Patents and Trademarks and in any good will of the business associated therewith, including the right to sue for claims of past infringement of any of such Patents and Trademarks and other Burton intellectual property rights and to recover damages therefore. State Street agrees to perform all other actions and to sign all such other documents as are reasonably believed necessary by Burton to establish and vest the release, discharge and reassignment of the Patents and Trademarks and other Burton intellectual property rights contemplated herein and to allow the enjoyment of same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized officer as of the date first written above.

STATE STREET BANK AND TRUST COMPANY

By Richard P. Coville, Jr. vP
Richard P. Coville, Jr., Vice President

Subscribed and sworn to before me this 25th day of September, 1997

Wayne Bruce LeBlanc
Notary Public

My Commission Expires on June 19, 2003

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TRADEMARK **COPY**
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TRADEMARK
REEL: 1796 FRAME: 0328

THE BURTON CORPORATION

By


Justin P. Wheaton, Vice President and
Chief Financial Officer

Subscribed and sworn to before me this 10th day of September, 1997


Notary Public

My Commission Expires on 2-10-99

SEAL

KEYBANK NATIONAL ASSOCIATION

By


Donald Baker, Jr., Vice President

Subscribed and sworn to before me this _____ day of _____, 1997

Notary Public

My Commission Expires on _____

SEAL

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TRADE MARK
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TRADE MARK
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THE BURTON CORPORATION

By Justin P. Wheatington
Justin P. Wheatington, Vice President and
Chief Financial Officer

Subscribed and sworn to before me this _____ day of _____, 1997

Notary Public

My Commission Expires on _____

SEAL

KEYBANK NATIONAL ASSOCIATION

By Donald R. Baker, Jr. V.P.
Donald Baker, Jr., Vice President

Subscribed and sworn to before me this 25th day of September, 1997

Thomas R. Hall
Notary Public

My Commission Expires on Feb. 10, 1999

SEAL

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COPY

TRADEMARK

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